

**The first step on your way to your dream photo shoot is to contact me for availability.**

**Once you have confirmed with me that the date you would like reserved is available, you will need to review the terms and conditions below as well as the “pricing” page found on this website.**

**You will then need to pay a deposit in order to secure the date of your shoot. Please see the link on this website “payment options” or contact me for other methods of payment.**

**By paying a deposit you agree to: (A) the information found on the “pricing” page of this website for your respective shoot. (B) the following terms and conditions:**

#### TERMS & CONDITIONS FOR ALL SESSION PHOTOGRAPHY EXCEPT WEDDINGS

##### **\*Deposit**

The deposit is half the price of the session. Clients agree to pay photographer the deposit at the time of booking to secure their appointment date and time. The deposit is non refundable, even due to cancellation or change of time and date. The balance of fees are due at the end of the session. No photos will be released until session is paid in full. Once deposit is paid, the date will be reserved.

##### **\*Location cost & fee**

If there are any costs/fees associated with the location the client has chosen for their session, the client, will be responsible for those fees. The photographer will not guarantee or arrange payment for any location. Client must provide written permission for any shoots on private property not owned by client personally.

##### **\*Reschedule**

If a non-photographer situation prevents a photo session from taking place, client may reschedule their session for an additional 50% of the deposit price provided 48 hours notice is given. Should clients fail to give 48 hours notice, 100% of the deposit will be required to reschedule, with no refund of original deposit. Photographer reserve the right to reschedule due to illness, equipment malfunction, or other circumstances beyond photographer control.

##### **\*Cancellation**

If client cancels the photoshoot completely the deposit is non-refundable.

##### **\*Re-shoot/ Refunds**

Re-shoots are determined at the discretion of the photographer. Re-shoots and refunds will not be given for poor choices of clothing, make-up, hair or weather related issues, or by not following the recommendations of the photographer.

##### **\*Liability**

Photographer is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children and for themselves and release the photographer from any claims against their person or this business entity.

### **\*Model Release**

I hereby give to Merry Willow Photography the absolute and irrevocable right and permission with respect to the photographs that she has taken of myself and/or my family in which she may:

Copyright images in photographer's name or any other name she chooses. Use, re-use, publish and re-publish images in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade. The only exception will be for images containing implied nudity or nudity of any kind which will require the photographer receive additional consent and model release before using images for any publication.

Client hereby release and discharge photographer from all and any claims and demands ensuing from or in connection with the use of the photograph, including any and all claims for libel and invasion of privacy and monetary gain.

Merry Willow Photography retains all copyrights to all images created during clients session, but does give reproduction rights to client provided client ensures a proper photo credit is given to photographer whenever photos are displayed in the public domain.

### **\*Archive**

After 6 months, all images will be archived, except as needed for promotional purposes, to be determined by photographer at photographer's sole discretion. If photos are requested after 6 months an archive retrieval fee of \$50.00 will apply in addition to any additional photo service expenses, i.e. shipping/flash drive costs. Photographer is not responsible for loss or damage to the digital files due to circumstances beyond photographer's control.

### **\*Damage**

Photographer is not responsible for the damage of images/flash drive after delivery to client, including damage caused during transit by US mail. Client assumes all responsibility for the safety of all images upon receipt. Photos sent by Google Drive Folders MUST be downloaded within 1 week or they will be deleted and a \$25.00 fee will need to be paid to re-send.

### **\*Session Time Frame**

While I do not set a time limit on my sessions, session MUST start at the agreed upon time. It is strongly encouraged that client arrives 10 minutes prior to the start of a session. Arriving more than 15 minutes late to any scheduled session will be considered a no-show with no refund due to client of deposit paid and the photographer given a right of refusal for future service at their discretion. Client understands and accepts that arriving late for any reason including traffic or weather conditions, may adversely effect the session due to lighting conditions, final number of images or other factors outside the photographers control or session could be cut short due to a scheduling conflict with another shoot. Please help me to be able to offer my services at a reasonable rate and continue to not set hourly rates and time limitations by respecting the time scheduled for your session.

### **\*Travel During Session**

Multiple locations requiring vehicle transportation during a single session is not permitted. The only exception is Mt. Lemmon. If you would like more than one location featured in your shoot, there will be an additional \$50.00 charge per location. This must be scheduled in advance to be able to plan accordingly. The term "travel" does not include short walks to different areas of the same venue.

### **\*Travel Expenses**

Any photoshoot outside of Tucson may be subject to travel fees. This may include transportation, lodging, meals, etc. Depending on date and location this expense may fluctuate. Client is responsible for this expense, its non-refundable and must be paid with deposit.

Please see the "client corner"/"pricing" links for additional details of what to expect from your shoot. Details contained there should be considered included in this contract.

### **Deposit payment process:**

We accept deposit by cash (in person at studio address), check (in person or by mail at studio address), PayPal and debit/credit through my website.

You will be sent an email confirmation of your scheduled appointment. If there are any apparent errors, I must be notified as soon as possible to be able to have time to correct them. A final invoice receipt will be sent once balance is paid in full.

After the deposit is paid, we will discuss the location and other details of the photoshoot.

If you have any questions, please feel free to contact me at:  
either 520-282-2830 or 602-370-3772.

I look forward to doing business with you! ~~Mary/Merry Willow Photography